Recorded: 6/5/2026 at 1:55:20.0 PM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1523

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: Hills Bank and Trust Company
NMLS COMPANY IDENTIFIER: 402178
LOAN ORIGINATOR NAME: Tim Higginbotham
NMLS ORIGINATOR IDENTIFIER: 856700
THIS INSTRUMENT PREPARED BY: Brian Valvoda, Hills Bank and Trust Company, whose address is 131 East Main Street
Hills, IA 52235, and whose telephone number is (800)445-5725
WHEN RECORDED RETURN TO: Brian Valvoda, Hills Bank and Trust Company, whose address is 131 E Main St. PO Box 160, Hills, IA 52235

# MORTGAGE (OPEN-END)

**NOTICE: This mortgage secures credit in the amount of $76,700.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.**

THIS MORTGAGE ("Security Instrument") is made on June 1, 2026. The mortgagors are Matthew K Sweeney a/k/a Matthew Sweeney and Casey M Sweeney a/k/a Casey Sweeney, as a married couple ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Home Equity Line of Credit ("Agreement"). This Security Instrument is given to Hills Bank and Trust Company, which is organized and existing under the laws of the State of Iowa and whose address is 131 E. Main St., Hills, Iowa 52235 ("Lender"). Matthew J Sweeney and Casey M Sweeney ("Borrower") have entered into an Agreement with Lender as of June 1, 2026, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a ***MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)*** of Seventy-six Thousand Seven Hundred and 00/100 Dollars (U.S. $76,700.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. If not paid earlier, the sums owing under the Agreement will be due on June 10, 2031. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY**; and (c) the performance of the covenants and agreements under this Security Instrument and the Agreement. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender all of Mortgagor's right, title, and interest in and to the following described property located in the County of Deleware, State of Iowa:

Address: 3311 140th Ave, Ryan, Iowa 52330
Legal Description: Parcel E, A part of Parcel C in the NE 1/4 NE 1/4 of Section 34, Township 87, North, Range 6 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page

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3117.ANDParcel 2020-69, Part Of the NW 1/4 - NW 1/4; In Section 35, T87N, R6W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 2290.
Parcel ID/Sidwell Number: 320-34-00-016-00 / 320-35-00-002-10

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR COVENANTS that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

**PAYMENT OF PRINCIPAL AND INTEREST; OTHER CHARGES.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Agreement and late charges or any other fees and charges due under the Agreement.

**APPLICABLE LAW.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**CHARGES; LIENS.** Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**HAZARD OR PROPERTY INSURANCE.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.**

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Mortgagor that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security

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Instrument, whether or not then due. The period of time for Mortgagor to answer as set forth in the notice will begin when the notice is given.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of the payments. If under the section titled **REMEDIES**, the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; FALSE STATEMENTS; LEASEHOLDS.** Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Mortgagor may cure such a default and reinstate, as provided in section titled **MORTGAGOR'S RIGHT TO REINSTATE**, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Mortgagor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Agreement. If this Security Instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

**Nonpayment.** Any failure to make payments as required under this Security Instrument, the Indebtedness, or any other Related Documents.

**Noncompliance with Agreements; Cross Default.** Failure to perform or keep any covenants, obligations, promises, or any other terms or conditions as required under this Security Instrument, Related Documents, or any other agreement that Mortgagor has with Lender default under the terms of any other indebtedness to any other creditor

**False Statements.** The making of any oral or written statement, assertion, representation, or warranty to Lender made in connection with or related to this Security Instrument or any of the Related Documents that is false or misleading in any material respect, either when made or becomes false or misleading thereafter.

**Material Adverse Change.** A material adverse change occurs in the financial condition, business, assets, or operations of Mortgagor that Lender reasonably believes impairs or negatively affects the ability or likelihood of payment or performance required under the Security Instrument or Related Documents. A material adverse change includes, without limitation, a change in the ownership of Mortgagor without the prior written consent of Lender or the sale, transfer, or encumbrance of all or substantially all of Mortgagor's business or assets.

**Termination of Existence.** The dissolution, termination of existence, insolvency, bankruptcy, receivership proceedings, or discontinuation as a going concern of Mortgagor or Mortgagor's business.

**Adverse Proceedings.** A judgment, garnishment, lien, or similar encumbrance, proceeding, or item is filed, issued, placed upon, or levied against Mortgagor or any of Mortgagor's assets. The commencement of any foreclosure, forfeiture, seizure, eminent domain, or condemnation proceedings or attempts by any creditor, governmental agency, or party to take any of Mortgagor's assets.

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**Insecurity or Impairment of Rights.** Lender reasonably and in good faith deems itself or the likelihood of performance under this Security Instrument to be insecure or reasonably determines that this Security Instrument, any Related Documents, or any rights or remedies thereunder are terminated, impaired, invalid, unenforceable, or otherwise ineffective for any reason at any time.

**Collateral Impairment.** Lender has a good faith belief that Lender's rights or ability to exercise its rights in the Property or its value are or will soon be impaired, or that the Property itself is or will soon be impaired. This includes failure to keep the Property insured as provided herein; failure to allow Lender to inspect the Property upon demand or at reasonable time; failure to make prompt payment of taxes on the Property; loss, theft, substantial damage, or destruction of the Property; and, when Property includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course.

**PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Agreement and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

**INSPECTION.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments.

**BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower

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or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

**MORTGAGOR'S COPY.** Mortgagor shall be given one copy of this Security Instrument.

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

**MORTGAGOR'S RIGHT TO REINSTATE.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Applicable Law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees to the extent permitted by law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Mortgagor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Mortgagor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the section titled **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.**

**HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and

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radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the State of Iowa that relate to health, safety or environmental protection.

**REMEDIES. After a default under this Security Instrument, Lender may do any one or more of the following, without notice, except to the extent prohibited by law.**

**Notice of Default. Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted. Such notice will not be sent prior to acceleration under the section titled TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR, unless Applicable Law provides otherwise.**

**The notice shall specify:**

**(a) the default;**

**(b) the action required to cure the default;**

**(c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Mortgagor, by which the default must be cured; and**

**(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property.**

**The notice shall further inform the party of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure.**

**Acceleration. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.**

**Collection Costs. Lender shall be entitled to collect all expenses incurred in pursuit of the remedies provided in this Security Instrument and any other related documents, including, but not limited to, reasonable attorney's fees, costs of title evidence, and other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.**

**Borrower Property. Lender will not be responsible for any other property not covered by this Security Instrument that is left inside the Property or that is attached to the Property. Lender may try to return that property to Mortgagor or hold that property for a reasonable time. If Mortgagor does not claim Mortgagor's property during that time, Lender may dispose of it in any manner without any liability.**

**Compliance with State Laws. Lender may and is hereby authorized and empowered to foreclose this Security Instrument in accordance with Applicable Law. Any provision in this Section shall not be construed to limit or otherwise affect Lender's right to elect foreclosure by nonjudicial procedures as set forth in Chapters 654 and 655A of the Iowa Code.**

**All Other Remedies. Lender may exercise all remedies available to Lender under the law, in this Security Instrument, or in any other instrument securing this Security Instrument.**

**RELEASE.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Agreement, Lender shall release this Security Instrument. Lender may charge Mortgagor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**WAIVER OF HOMESTEAD EXEMPTION RIGHTS.** Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

**WAIVER OF MARITAL PROPERTY RIGHTS.** Mortgagor and all other signers of this Security Instrument hereby waive, to the fullest extent allowed by law, any and all marital or spousal rights in and to the Property, including but not limited to, community property rights, elective share rights, intestate share rights, exempt property rights, and all such other rights which arise out of a marital or spousal interest.

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**Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the Property is less than 10 acres in size, is not used for agricultural purposes (as defined in Section 535.13 of the Code of Iowa) and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 3 months. If the redemption period is so reduced, for the first 3 months after sale such right of redemption shall be exclusive to the Borrower, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to 4 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this Section shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa. If the redemption period is so reduced, the Borrower or the Borrower's successors in interest or the owner shall have the exclusive right to redeem for the first thirty days after such sale and times of redemption by creditors provided in sections 628.5, 628.15 and 628.16 shall be reduced to forty days. Entry of appearance by pleading or docket entry by or on behalf of the Borrower shall be a presumption that the property is not abandoned.

**ACCOMMODATION SIGNERS.** Any person who co-signs this Security Instrument but has no personal liability under the Agreement ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Accommodation Signer's consent.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortgagor.

**NOTICES.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Mortgagor agrees to provide Lender with Mortgagor's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

**NO WAIVER.** No failure or delay on Lender's part to exercise a power or right, and no course of dealing between Lender and Mortgagor, operates as a waiver of a power or right, nor will any single or partial exercise of a power or right preclude further exercise of that or any other power or right.

**JOINT AND SEVERAL LIABILITY.** Each Mortgagor's obligations and liabilities are joint and several. This means Lender can enforce Lender's rights against any Mortgagor individually or collectively.

**SEVERABILITY.** If a court for any reason holds a provision of this Security Instrument to be unenforceable, the rest remains fully enforceable.

**HEADINGS.** Headings are for convenience only and do not affect the interpretation of this Security Instrument.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Mortgagor.

**GOVERNING LAW.** Iowa law applies to all matters arising under or relating to this Security Instrument without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

**ENTIRE AGREEMENT.** This Security Instrument represents the entire agreement between the parties. It cannot be changed except by written agreement signed by the parties.

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BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Mortgagor and recorded with it.

Matthew J Sweeney 6/1/26 Date

Casey M Sweeney 6/1/26 Date

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF LINN

This instrument was acknowledged by Matthew J Sweeney, before me on June 1st 2026. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 5-4-2027

Notary Public residing at 3204 7th Ave, Marion, Iowa, in Linn County.

(Official Seal)

TIM D HIGGINBOTHAM
Commission Number 789823
My Commission Expires
5-4-2027

Notary
Notary Public
Linn County, IA
Identification Number Known personally.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF LINN

This instrument was acknowledged by Casey M Sweeney, before me on June 1st 2026. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

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